

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

BED BATH & BEYOND, Inc., et al : CHAPTER 11
Debtors :
 : **No. 23-13359 (vfp)**

**LIMITED OBJECTION to CURE AMOUNT
and to ASSUMPTION and ASSIGNMENT of LEASE**

Main Street at Exton II, L.P. (the “**Landlord**”), by its undersigned counsel, hereby makes this limited objection to the “cure amount” stated by the Debtor with respect to the Lease (defined below) and to the assumption and assignment of the Lease, as follows:

1. The Landlord is the lessor of Bed Bath and Beyond location #4321, located at 108 Bartlett Avenue, Exton, PA 19341 (the “**Location**”).

2. In its Notice to Contract Parties, dated June 13, 2023 (docket #714), the “cure amount” due under the terms of the Lease is stated as \$4,203.38 (the “**Alleged Cure Amount**”).

3. The Alleged Cure Amount is incorrect.

4. The correct cure amount (the “**Correct Cure Amount**”) is \$32,746.03, as shown on **Exhibit “A”**.

5. Of that, the following five items, totalling \$21,311.53 is pre-petition:

- 2022 CAM Reconciliation - \$5,970.94
- Q4 2022 Sewer – \$98.25
- Q1 – 2023 Sewer - \$89.25
- 2022/2023 Insurance Reconciliation - \$11,059.21
- 2023 C&T Tax - \$4,093.88

6. The following two items, totalling \$11,434.50, are post-petition:

- 2023 C&T Tax - \$6,725.69
- 2022/2023 Insurance Reconciliation - \$4,708.81

7. Copies of the Lease and its amendments are attached to the Landlord’s filed Proof of Claim, number 3335-1-ZCXR-857866197, filed May 24, 2023, and are incorporated herein by reference.

8. The Landlord objects to any assumption or assignment of the Lease unless the total Correct Cure Amount is paid.

9. The Location is part of a “shopping center” as that term is used in 11 U.S.C. §365.

10. The Landlord specifically reserves its right to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including, but not limited to, any additional amounts coming due under the Lease after the filing of this Objection, and any assignee’s proposed adequate assurance of future performance (including, but not limited to, such adequate assurance pursuant to Sections 365(b) and 365(f) of the Bankruptcy Code), including but not limited to compliance with the “shopping center” provisions of Section 365.

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

By: /s/ William J. Levant, Esquire
William J. Levant, Esquire
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive; P.O. Box 3037
Blue Bell, PA 19422
Phone: (610) 941-2474
Facsimile: (610) 684-2020
wlevant@kaplaw.com
Attorneys for Main Street at Exton II, L.P.

Date: June 26, 2023

EXHIBIT "A"

DB Caption: Wolfson Group, Inc. - Live Property: 9 Tenant: t0000129 Status: Current, Past, Future Age As Of: 06/30/2023 Post To: 06/2023

Property	Customer Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
Main Street at Exton, L.P. (9)													
Bed Bath & Beyond Inc. (t0000129)													
9	Bed Bath & Beyond Inc.	Current	C-63923	SEW	03/13/2023	03/2023	98.25	0.00	0.00	0.00	98.25	0.00	98.25
9	Bed Bath & Beyond Inc.	Current	C-64625	TAXRECCY	03/16/2023	03/2023	10,819.57	0.00	0.00	0.00	10,819.57	0.00	10,819.57
9	Bed Bath & Beyond Inc.	Current	C-66771	CAMRECPY	05/22/2023	05/2023	5,970.94	0.00	5,970.94	0.00	0.00	0.00	5,970.94
9	Bed Bath & Beyond Inc.	Current	C-66772	INSRECPY	05/22/2023	05/2023	15,768.02	0.00	15,768.02	0.00	0.00	0.00	15,768.02
9	Bed Bath & Beyond Inc.	Current	C-66830	SEW	05/26/2023	05/2023	89.25	0.00	89.25	0.00	0.00	0.00	89.25
	Bed Bath & Beyond Inc.						32,746.03	0.00	21,828.21	0.00	10,917.82	0.00	32,746.03
9							32,746.03	0.00	21,828.21	0.00	10,917.82	0.00	32,746.03
Grand Total							32,746.03	0.00	21,828.21	0.00	10,917.82	0.00	32,746.03

Serial : nshearer Date : 6/26/2023 Time : 1:34 PM

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CERTIFICATION of SERVICE

I, William J. Levant, Esq. do hereby certify that on June 26, 2023, I (or the ECF system) caused a true and correct copy of the foregoing objection to be sent to each of the following persons, by email:

(1) Counsel to the Debtors:
joshua.sussberg@kirkland.com, emily.geier@kirkland.com, derek.hunter@kirkland.com,
ross.fiedler@kirkland.com

(2) Co-counsel to the Debtors:
wusatine@coleschotz.com, fyudkin@coleschotz.com, msirota@coleschotz.com

(3) Counsel to the pre-petition ABL agent:
marshall.huebner@davispolk.com, adam.shpeen@davispolk.com,
steven.szanzer@davispolk.com, michael.pera@davispolk.com

(4) counsel to the DIP Agent:
DHillman@proskauer.com, MVolin@proskauer.com

(5) Office of the United States Trustee:
Fran.B.Steele@usdoj.gov

(6) Counsel to the Creditors' Committee:
rfeinstein@pszjlaw.com, bsandler@pszjlaw.com, plabov@pszjlaw.com,
crobinson@pszjlaw.com

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William J. Levant, Esquire
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive; P.O. Box 3037
Blue Bell, PA 19422
Phone: (610) 941-2474 / Facsimile: (610) 684-2020
wlevant@kaplaw.com
Attorneys for Landlord